

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

INFORMATION

Plaintiff,

18 U.S.C. § 371

v.

HANNA MARAKEGN,

Defendant.

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U.S. DISTRICT COURT  
MINNEAPOLIS, MINNESOTA

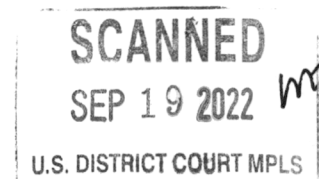
THE UNITED STATES ATTORNEY CHARGES THAT:

At times relevant to the information:

1. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

2. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

3. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.



4. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship.

5. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. The USDA also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

6. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

7. Defendant HANNA MARAKEGN was the owner of Brava Café, a restaurant located in Minneapolis, Minnesota, that participated in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

**Count 1**

(Conspiracy to Commit Wire Fraud)

8. From at least in or about September 2020 through in or about 2022, the defendant,

**HANNA MARAKEGN,**

conspired with others known and unknown to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

9. As part of the fraudulent scheme MARAKEGN enrolled the Brava Café in the Federal Child Nutrition Program in September 2020 under the sponsorship of Feeding Our Future.

10. As part of the fraudulent scheme MARAKEGN submitted to Feeding Our Future meal count sheets that substantially and fraudulently inflated the number of meals served at the Brava Café site.

11. As part of the fraudulent scheme MARAKEGN falsely claimed, at times, that Brava Café was serving breakfast and lunch to more than 4,000 children per day, seven days a week.

12. To cover up the fraudulent scheme MARAKEGN obtained fabricated invoices purporting to document the purchase of food to be served to children.

13. As part of the fraudulent scheme MARAKEGN kicked back a portion of the fraudulently obtained Federal Child Nutrition Program funds she received to a Feeding Our Future employee.

14. In all, MARAKEGN paid more than \$150,000 in kickbacks to a Feeding Our Future employee in exchange for Feeding Our Future's sponsorship of Brava Café's fraudulent participation in the Federal Child Nutrition Program.

15. In all, based on these claims, MARAKEGN received more than \$5 million in Federal Child Nutrition Program funds from Feeding Our Future.

#### **FORFEITURE ALLEGATIONS**

16. If convicted of Count 1 of this Information, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Count 1 of the Information.

17. The property subject to forfeiture includes, but is not limited to, the real property located 2830 Cabaline Trail, Medina, Minnesota.

18. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c).

All in violation of Title 18, United States Code, Section 371.

Dated: September 19, 2022

ANDREW M. LUGER  
United States Attorney

/s/ Joseph H. Thompson  
JOSEPH H. THOMPSON  
HARRY M. JACOBS  
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